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Attorney for Plaintiff ONWARD HOLDINGS, LLC

IN THE UNITED STATES DISTRICT COURT
DISTRICT OF UTAH, CENTRAL DIVISION

ONWARD HOLDINGS, LLC, Plaintiff, vs. PRIME CAPITAL VENTURES, LLC, and KRIS ROGLIERI, Defendants.	PLAINTIFF’S MOTION FOR DEFAULT JUDGMENT AGAINST KRIS ROGLIERI Civil No.: 2:23-cv-00833-JNP-JCB Honorable Jill N. Parrish Magistrate Judge Jared C. Bennett
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Plaintiff Onward Holdings, LLC (“**Onward**”) submits this motion, pursuant to Fed. R. Civ. P. 55(b)(1) and DUCivR 55-1, for entry of a default judgment against defendant Kris Roglieri, in the amount of \$3 million. Because this motion is made under Fed. R. Civ. P. 55(b)(1), Onward seeks this judgment from the Clerk of Court. A proposed form of Judgment is attached as Exhibit A. This motion is supported by the Declaration of James Harrison (“**Harrison Declaration**”), which is attached as Exhibit B.

DISCUSSION

Onward filed this action to recover the remaining balance of interest prepayments that were deposited with defendant Prime Capital Ventures, LLC (“**Prime**”),¹ under Prime’s Business Expansion Line of Credit Agreement (the “**LOC Agreement**”) with Onward Partners, LLC dba Brandless (“**Brandless**”). After Prime failed, for several months, to make any funding available under the LOC Agreement, Brandless terminated the Agreement, triggering Prime’s obligation to return all unrefunded interest prepayments, then in the amount of \$10 million, within 30 days – no later than October 27, 2023. *See* Complaint ¶¶ 35-37.

On October 27, Prime refunded \$4 million. Then, on November 10, Prime refunded another \$2 million, leaving a balance of \$4 million, the amount sought in Onward’s Complaint. *Id.* ¶¶ 37-41. On November 14, 2023, the day after the Complaint was filed, Prime returned another \$1 million, leaving a balance, as Onward acknowledges, of \$3 million. Harrison Declaration ¶ 5. This is the amount of the judgment sought by Onward on this Motion.

In ¶¶ B and D of the Prayer for Relief of the Complaint, Onward seeks consequential damages exceeding \$50 million, and punitive damages in an unspecified amount. Onward understands that by seeking a default judgment in the amount of \$3 million, it is waiving its claim to other consequential damages and punitive damages against Kris Roglieri. (Onward reserves the right to assert such damages against Prime, however, in connection with its bankruptcy case or otherwise.) *Id.* ¶ 6.

¹ On December 19, 2023, an Involuntary Petition was filed against Prime in the United States Bankruptcy Court for the Northern District of New York, Case No. 23-11302, thus invoking the protection of the automatic stay of the Bankruptcy Code, 11 U.S.C. § 362(a), and prohibiting Onward from proceeding further in this action against Prime.

CONCLUSION

As set forth in the Harrison Declaration, defendant Kris Roglieri has failed to appear, and a Default Certificate was accordingly entered against him on December 26, 2023. Furthermore, Roglieri is not a minor or an incompetent person. The amount owed to Onward is \$3 million.

Accordingly, Plaintiff Onward Holdings, LLC respectfully requests the Clerk of Court to enter a Judgment against defendant Kris Roglieri in the form attached hereto as Exhibit A.

DATED this 29th day of December, 2023.

BUCHALTER, P.C.

/s/ George W. Pratt

George W. Pratt

Attorneys for Plaintiff

ONWARD HOLDINGS, LLC

EXHIBIT A

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Attorney for Plaintiff ONWARD HOLDINGS, LLC

IN THE UNITED STATES DISTRICT COURT
DISTRICT OF UTAH, CENTRAL DIVISION

ONWARD HOLDINGS, LLC, Plaintiff, vs. PRIME CAPITAL VENTURES, LLC, and KRIS ROGLIERI, Defendants.	JUDGMENT Civil No.: 2:23-cv-00833-JNP-JCB Honorable Jill N. Parrish Magistrate Judge Jared C. Bennett
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Plaintiff Onward Holdings, LLC (“**Onward**”) has filed Plaintiff’s Motion for Default Judgment Against Kris Roglieri, requesting, pursuant to Fed. R. Civ. P. 55(b)(1) and DUCivR 55-1, for the Clerk of Court to enter a default judgment against Defendant Kris Roglieri for the relief requested in Plaintiff’s Complaint. The motion is well taken, and should be granted.

Accordingly,

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that judgment is entered in favor of Plaintiff Onward Holdings, LLC against defendant Kris Roglieri in the amount of \$3,000,000.00. Interest shall accrue on this Judgment as provided in 28 U.S.C. § 1961.

DATED this _____ day of January, 2024.

BY THE COURT:

CLERK OF COURT

EXHIBIT B

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Attorney for Plaintiff Onward Holdings, LLC

IN THE UNITED STATES DISTRICT COURT
DISTRICT OF UTAH, CENTRAL DIVISION

ONWARD HOLDINGS, LLC, Plaintiff, vs. PRIME CAPITAL VENTURES, LLC, and KRIS ROGLIERI, Defendants.	DECLARATION OF JAMES HARRISON IN SUPPORT OF MOTION FOR DEFAULT JUDGMENT AGAINST KRIS ROGLIERI Civil No.: 2:23-cv-00833-JNP-JCB Honorable Jill N. Parrish Magistrate Judge Jared C. Bennett
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James Harrison, being duly sworn, deposes and says:

1. I am over the age of 18, and competent to testify to all matters herein.
2. I am a Manager of Onward Holdings, LLC (“**Onward**”), the Plaintiff in this action.
3. I make this Declaration in support of Onward’s Motion for Entry of Default Judgment Against Kris Roglieri (the “**Motion**”).
4. By its Motion, Onward seeks a default judgment against Mr. Roglieri for damages arising out of Onward’s advance of funds to Prime Capital Ventures, LLC (“**Prime**”) in connection with a Business Expansion Line of Credit Agreement (“**LOC Agreement**”), in which

Prime agreed to open a line of credit in favor of non-party Onward Partners, LLC dba Brandless (“**Brandless**”).¹ See Complaint ¶¶ 15-17. As alleged in the Complaint, Onward advanced funds to prepay interest pursuant to the LOC Agreement. *Id.* ¶ 21. Thereafter, Prime failed to perform and Brandless terminated the LOC Agreement, triggering Prime’s obligation to refund \$10 million of prejudgment interest by October 27, 2023. *Id.* ¶¶ 35-37. On that date, Prime refunded \$4 million; then, on November 10, 2023, Prime refunded an additional \$2 million. *Id.* ¶¶ 40-41.

5. Onward is entitled to recover damages from Roglieri, arising from Prime’s failure to fully refund the interest prepayments. As of November 13, 2023, when this lawsuit was filed, the amount of the unrefunded interest prepayment was \$4 million, *id.* ¶ 41, but the following day, Prime paid Onward \$1 million. As a result, the total default judgment Onward now seeks against Mr. Roglieri is \$3 million.

6. In ¶¶ B and D of the Prayer for Relief of the Complaint, Onward seeks consequential damages exceeding \$50 million, and punitive damages in an unspecified amount. Onward understands that by seeking a default judgment in the amount of \$3 million, it is waiving its claim to other consequential damages and punitive damages against Kris Roglieri. (Onward reserves the right to assert such damages against Prime, however, in connection with its bankruptcy case or otherwise.)

7. Although, as set forth in Onward’s Motion for Entry of Default filed December 18, 2023, Mr. Roglieri was properly served in this action, he has failed to appear. See Declaration of James Harrison In Support of Motion for Entry of Default, attached as Exhibit A to Onward’s Motion for Entry of Default.

¹ On December 19, 2023, an Involuntary Petition was filed against Prime in the United States Bankruptcy Court for the Northern District of New York, Case No. 23-11302, thus invoking the protection of the automatic stay of the Bankruptcy Code, 11 U.S.C. § 362(a), and prohibiting Onward from proceeding further in this action against Prime.

8. Accordingly, on December 26, 2023, the Clerk of the Court signed and entered a Default Certificate with respect to Mr. Roglieri.

9. I have been in regular contact with Kris Roglieri, who is the sole member of Prime, both before and after Onward filed suit against him and Prime.

10. Based on my communications with Mr. Roglieri, I know that he is not an infant, in military service, or an incompetent person.

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge.

DATED: December 29, 2023

/s/ James Harrison*

James Harrison

e-signed with permission